

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

WILLIAM FAMBROUGH,)
Plaintiff,)
vs.) Case No.: 4:19-cv-00952-HFS
UBER TECHNOLOGIES, INC.,)
Defendant.)

DECLARATION OF BRAD ROSENTHAL

COMES NOW Brad Rosenthal and pursuant to 28 U.S.C. § 1746, declares as follows:

1. I am an adult over the age of 18 and a resident of California. The information set forth herein is true and correct of my own personal knowledge (unless otherwise stated) and if asked to testify thereto, I would do so competently.
2. I am currently employed by Uber Technologies, Inc. ("Uber") as Director of Strategic Operational Initiatives. In this position, I use my previous operations and insurance team experience to create and implement new Company initiatives. Prior to my current role, I was employed by Uber from January 2014 through October 2018. I was first employed as the Operations and Logistics Manager in Los Angeles from January 2014 through mid-2014, and as the Senior Operations and Logistics Manager in Los Angeles from mid-2014 through December 2014. In December 2014, I moved to San Francisco to help work in the Company's insurance team. In May 2017 I became Head of International Vehicle Solutions. Then, starting in November 2017, I was employed as Head of Business Development for UberHealth and I remained in that role until I left the Company in October 2018. I returned to Uber in my current role in November 2019.

Exhibit 1

3. Uber is a technology company that, among other things, offers a smartphone application for riders (Uber Rider App) and a smartphone application for transportation providers (the Uber Driver App) that together facilitate connections between riders looking for transportation and independent transportation providers looking for riders. Uber charges a service fee to transportation providers for their use of the Uber Driver App. The Uber Driver App and Uber Rider App are available to riders and transportation providers in many cities across the country.

4. Before using the Uber Driver App to receive ride requests, individual transportation providers that are not livery-licensed individuals or transportation companies, must go through a certain process to sign up, including agreeing to certain documents. Through my experience working for Uber, I have personal knowledge of the process individual transportation providers must go through to sign up to use the Uber Driver App and the various documents to which they must assent in order to use the Uber Driver App to receive requests for rides from riders that are using the Uber Rider App. I also have knowledge of these matters from discussions with others in the Company. I also have access to Uber's business records reflecting the identity of transportation providers that use the Uber Driver App. These records are maintained in the regular course of Uber's business and are regularly updated as transportation providers join and leave the system, at or very near the time the transportation providers join or leave the system.

5. Any non livery-licensed independent transportation provider who wishes to use the Uber Driver App to receive requests made by riders must first enter into a Technology Services Agreement with Raiser, LLC or a related entity. Raiser, LLC is a wholly owned subsidiary of Uber.

6. In order to enter into the Technology Services Agreement, a transportation provider must first login to the Uber Driver App using a unique username (the transportation provider's

email address) and password selected by the transportation provider to create an Uber account. The transportation provider personally selects the unique username and password, and the transportation provider's account can only be accessed by inputting that unique username and password. The transportation provider can use the reset password feature within the App. To reset the password, the transportation provider would be required to input the email address associated with his/her account, and a link to reset his/her password would be sent to the transportation provider's email address. After logging in to his or her account, the transportation provider is given the opportunity to review the Technology Services Agreement by clicking a hyperlink presented on the screen within the Uber Driver App. At the top of this screen, there is text indicating the driver should review and agree to documents and then lists the relevant agreements, which are hyperlinked, and include the Technology Services Agreement, and in some places other agreements, such as locally-required addenda.

7. For the December 11, 2015 Technology Services Agreement, the hyperlink was entitled "RASIER Technology Services Agreement December 10 2015." Clicking the link opens the Technology Services Agreement, which can be reviewed beginning to end on the screen by scrolling through. Transportation providers are free to spend as much time as they wish reviewing the Technology Services Agreement.

8. To advance past the screen which contains the link to the document, the transportation provider has to click "YES, I AGREE" to the Technology Services Agreement. Directly above "YES I AGREE," the Driver App states the following: "By clicking below, you represent that you have reviewed all the documents above and that you agree to all the contracts above." A true and correct copy of a version of this screen, which is substantially identical to the screen Plaintiff would have seen in 2016 (with differences being the local addenda listed) is

attached as Exhibit A hereto.

9. After clicking “YES, I AGREE,” he/she is next prompted to confirm acceptance a second time. On the second screen, the Driver App states the following: “PLEASE CONFIRM THAT YOU HAVE REVIEWED ALL THE DOCUMENTS AND AGREE TO ALL THE NEW CONTRACTS.” It then provides two options; the person can click a button stating “NO” or can proceed by clicking a button stating “YES, I AGREE.” A true and correct copy of a version of this second “Yes, I Agree” screen, which is substantially identical to the screen Plaintiff would have seen in 2016, is attached as Exhibit B hereto.

10. When a transportation provider agrees to the Technology Services Agreement as described above, an electronic receipt is generated at the time the transportation provider agrees. The receipt includes a date and timestamp establishing when the transportation provider accepted the agreement. More specifically, these receipts are only generated by someone using their unique username and password and hitting “YES, I AGREE” twice (the same process described above) when prompted by the Uber Driver App. These electronic receipts are maintained in the regular course of Uber’s business, are records of regularly conducted activity, and are updated automatically as transportation providers agree to these documents. I believe that these records are accurate and reliable. These records can be accessed by various Uber employees.

I declare under penalty of perjury pursuant to the laws of the United States of America that the foregoing is true and correct.

Executed at San Francisco, California, the 13th day of December, 2019.

By:



BRAD ROSENTHAL

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[SIGN OUT](#)

TERMS AND CONDITIONS

TO GO ONLINE, YOU MUST REVIEW ALL THE DOCUMENTS BELOW AND AGREE TO THE CONTRACTS BELOW.

RASIER Technology Services Agreement December 10 2015 >

Service Fee Schedule >

IL Addendum >

By clicking below, you represent that you have reviewed all the documents above and that you agree to all the contracts above.

Rosenthal
Dec. Ex. A

YES, I AGREE

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TERMS AND CONDITIONS

Service Fee Schedule

ILA

**PLEASE CONFIRM THAT YOU
HAVE REVIEWED ALL THE
DOCUMENTS AND AGREE TO ALL
THE NEW CONTRACTS.**

NO

YES, I AGREE